

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ [] IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF 34 PAGES	
1. REQUEST NO. DACW62-03-T-0004	2. DATE ISSUED 02-Jan-2003	3. REQUISITION/PURCHASE REQUEST NO. W38XDD-2343-7679	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY US ARMY CORPS OF ENGINEERS-NASHVILLE-CA CONTRACTING DIVISION P O BOX 1070 NASHVILLE TN 37202-1070			6. DELIVER BY (Date) SEE SCHEDULE			
			7. DELIVERY [X] FOB DESTINATION [] OTHER (See Schedule)			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) BERYL C NEWSOME (615) 736-7933						
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) SEE SCHEDULE			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 17-Jan-2003						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SEE SCHEDULE					
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations [] are [] are not attached.						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TELEPHONE EQUIPMENT MAINTENANCE	12	Months	_____	_____

Provide maintenance and equipment to maintain the Nashville District Crops of Engineers Telephone Switch for the Base Year.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TELEPHONE MAINTENANCE EQUIPMENT	12	Months	_____	_____

OPTION

Provide maintenance and equipment to maintain the Nashville District Crops of Engineers Telephone Switch for Option Year One.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	TELEPHONE MAINTENANCE EQUIPMENT	12	Months	_____	_____

OPTION

Provide maintenance and equipment to maintain the Nashville District Crops of Engineers Telephone Switch for Option Year Two.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	TELEPHONE MAINTENANCE EQUIPMENT	12	Months	<hr/>	<hr/>

OPTION

Provide maintenance and equipment to maintain the Nashville District Crops of Engineers Telephone Switch for Option Year Three.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	TELEPHONE MAINTENANCE EQUIPMENT	12	Months	<hr/>	<hr/>

OPTION

Provide maintenance and equipment to maintain the Nashville District Crops of Engineers Telephone Switch for Option Year Four.

TOTAL FOR BASE YEAR AND FOUR OPTION YEARS

Section C - Descriptions and Specifications

STATEMENT OF WORK**Telephone Switch
MAINTENANCE SERVICES****PERFORMANCE-BASED SERVICE CONTRACTING (PBSC)
WORK STATEMENT**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 INTENTION**

The intent of the contract is to obtain Telephone Switch and Voice Mail preventive and remedial maintenance services from a Certified Inter-tel maintenance representative Government-owned telephone equipment including central processing units, direct access storage devices, and other associated equipment for the Axxess Telephone Switch, located in the Nashville District Corps of Engineers District Office.

C.2 DEFINITIONS

Contracting Officer - The government employee responsible for executing/administering and providing direction on the contract, the Contracting Officer for the information Management Office.

Contracting Officer's Technical Representative - Contracting Officer's Technical Representative.

Contractor's Representative - An individual assigned by the Contractor who shall have full authority to act for the Contractor on all contract matters that relate to the daily operations of the contract. The contract representative shall be a single point of contact for all functional, technical, and contract related services.

Field Service Engineer (FSE) - A person who is authorized by the contractor to perform maintenance (corrective and/or preventive) services at the facility.

Original Equipment Manufacturer (OEM) - The actual manufacturer and point of origin of the equipment. The OEM provides schematics and standards for maintenance and repair of the equipment, and equipment shall be maintained in accordance with these practices.

Preventive Maintenance (PM) -- Services that are periodic in nature and are required to maintain the equipment in such condition that it may be operated in accordance with its intended design and functional capacity with minimal incidence of malfunction or inoperative conditions.

Major Outage is one that affects more than 16 users.

Minor Outage is one that affects 16 or fewer users.

C.3 GENERAL REQUIREMENTS

The contractor shall provide all labor, supervision, tools, materials (including manuals and schematics), parts, equipment, and transportation necessary to maintain the **Nashville District Office Switch**. Minor Outage repairs and maintenance will be performed during regular business hours of 8 am. to 4 pm. Monday thru Friday excluding Federal holidays within 24 hours. Major Outage repairs and maintenance will be performed within 4 hours after receipt of trouble ticket. Both can handle problems **remotely or by on-site visits**.

- a. The contractor shall provide maintenance (labor and parts) at the prices shown in Schedule B, and shall keep the equipment in operating condition, consistent with Original Equipment Manufacturer (OEM) requirements. Maintenance service shall not include electrical work external to the equipment. It shall not include repair of damage resulting from accident, transportation between Government sites, neglect, misuse, and failure of electrical power, air-conditioning, humidity control, or causes other than ordinary use.
- b. The contractor shall provide personnel experienced and qualified (certified Inter-Tel) to perform the required services in accordance with OEM practices and standards.
- c. Under certain conditions, equipment malfunctions can occur and the exact cause of the malfunction is difficult to determine. These situations are of particular concern in environments supported by multiple maintenance contractors. The contractor shall be responsible for determining and implementing appropriate solutions to hardware and firmware problems. Any additional maintenance charges levied on the Government by other maintenance firms, called in to make actual repairs, due to contractor failure to make repairs, will be deducted from any moneys due the contractor.

C.4 RESPONSE TIME

The contractor's maintenance personnel shall arrive and provide services at the designated point within the resolution time from the time that the Contracting Officer/Contracting Officer's Technical Representative notifies the contractor that remedial maintenance is required. If maintenance personnel fail to provide resolution at the Government's site within the time specified, the contractor payment shall be withheld. The Contracting Officer/Contracting Officer's Technical Representative reserves the right to contact the OEM for maintenance services, should the contractor's personnel fail to resolve the maintenance requirement within four (4) hours from the verbal order. The contractor will be responsible for all charges incurred for such services.

C.5 EQUIPMENT REPAIR

Equipment Repair shall be performed immediately after notification via the trouble ticket to the Contractor's Representative, by the Contracting Officer/Contracting Officer's Technical Representative, that the equipment is inoperative, or in a degraded condition. The contractor shall provide the Contracting Officer's Technical Representative with a designated point(s) of contact, and make arrangements to enable its maintenance representative to receive such notification or provide, other continuous telephone coverage to permit the Government to make such contact.

C.6 MAINTENANCE OPTIONS REQUIRED

C.6.1. New Equipment

During the term of this contract, the Government, may at its option, add equipment to this contract. Maintenance charges for the added equipment are:

- a. For the same type and model number, the charges specified in the contract; or
- b. For items not specified in the contract, a mutually agreed upon charge no greater than the OEM's GSA schedule charge or commercial charge if no schedule is available.

C.6.2. Features

During the term of this contract, the Government may add new features to its installed equipment base. When

features are added to a device, the contractor must accept maintenance responsibility for these feature(s) under the terms, conditions, and prices stated in the contract.

C.6.3. Preventive Maintenance

The contractor shall specify in writing the frequency and duration of the preventive maintenance, at least once annually required for the equipment. Preventive maintenance shall be scheduled to be performed so as not to interfere with the Government's operations. The frequency, duration, and quality of preventive maintenance shall be equal to that provided by the OEM for similar equipment under their standard commercial maintenance contracts.

C.7 NON-CHARGEABLE MAINTENANCE ITEMS

There shall be no additional maintenance charges for:

- a. Replacement parts, unless such parts are required due to the fault or negligence of the Government, or catastrophic event.
- b. Preventive maintenance, regardless of when performed.
- c. OEM Maintenance in accordance with paragraph C.3.

C.8 EQUIPMENT MONITORING REQUIREMENTS

C.8.1 Standard Reports

At COTR determined intervals of, **semi annual**; the contractor shall submit written status reports that include, as a minimum, the following:

Overall status of all equipment covered under this contract;

Details of any failures and/or repairs performed during the previous period

Results of output reviews;

Engineering changes announced by OEM and the contractor's plans for installation; and

Any other items relevant to maintaining the equipment

Problems to be resolved during the next scheduled PM

C.8.2 Malfunction Reports

The contractor shall furnish a signed malfunction incident report to the COTR upon completion of each maintenance call. The report shall include, as a minimum,

- a. Date and time notified;
- b. Date and time of arrival,
- c. Type and serial number(s) of machine(s),

- d. Time spent for repair,
- e. Description of malfunction,
- f. Problem Resolution
- g. List of parts replaced, serial and model number,
- h. Date and time machine(s) is returned to operational status.

The repair will not be complete until the incident report is submitted indicating repair. The absence of such a report shall be considered as the repair not being completed and payment shall be withheld until receipt of incident report.

The contractor shall be responsible for performing all diagnostic tests and for isolating suspected and confirmed malfunctions. Instruments for running these tests shall be provided by the contractor.

C.10 CONTRACTOR QUALITY CONTROL

Contractor performed inspections are independent of those performed by the Government. The contractor shall perform his inspections prior to requesting acceptance of the work by the Government.

C.11 RESPONSIBILITIES OF THE GOVERNMENT

- a. Subject to security regulations, the Government shall permit access to, or the removal of, the equipment that is to be maintained.
- b. The Government will provide time for contractor-sponsored modifications, after being notified by the contractor that the modification is ready to be made.
- c. The Government will provide limited space for spare parts.
- d. The Government shall not provide service manuals or service diagnostic software to the contractor. The contractor shall obtain, have on file, and make available to its FSEs all operational and technical documentation, (such as; operational and service manuals, schematics, and parts list), which are necessary to meet the performance requirements of this contract.

C.12 GOVERNMENT QUALITY ASSURANCE

The Government reserves the right to establish and maintain a quality assurance program in accordance with FAR 52.246-1 "INSPECTION OF SERVICES - FIXED PRICE" clause and the provisions of this paragraph.

C.13 CONTRACTOR RESPONSIBILITY

Contractor shall be responsible for the removal of all waste materials generated by the project.

C.14 CONTRACTOR FURNISHED ITEMS

The contractor shall furnish all equipment, material, parts, supplies and tools necessary for the performance of the work of this contract unless otherwise specified herein.

Items of equipment necessary to perform work as required or ordered under this contract shall be furnished, maintained, and operated by the contractor

Materials and supplies procured by the contractor shall meet the specifications, standards, and manuals listed in these specifications. The Contracting Officer may require test data showing that any material or supplies procured by the contractor meet the specifications. The Contracting Officer may at any time require samples of materials to be used in work performed under this contract.

The contractor shall maintain an inventory of readily available spare and repair part and such tools and instruments as necessary to maintain the equipment for the life of the contract. Only new standard parts or parts equivalent to new in performance and that meets OEM specifications when used in the equipment shall be used to effect repairs. If a part is not new, it shall be identified as used or reconditioned and warranted as new.

C.15 WORK DOCUMENTATION

The principle documentation required by this contract is summarized below. The listing is not all inclusive and additional documentation may be required to fulfill the objectives of the contract.

Work Scheduling. Service interruptions shall be scheduled with the COTR. Any changes to the schedules shall be coordinated with the COTR twenty-four (24) hours prior to implementation.

Certificate of Maintainability. Three (3) months prior to contract expiration of each contract year, contractor shall certify that all equipment has been maintained in accordance with the OEM's remedial and preventive maintenance schedule.

C.16 SERVICE MAINTENANCE LOG

The contractor shall document all service and maintenance. The log shall state a description of work performed, including the date, and the part number replaced, and furnish this to the Contracting Officer's Technical Representative.

1. Scope of Maintenance:

The contractor shall provide remedial maintenance service on-site with problem resolution completed within the specified timeframe. Remedial maintenance is defined to include service, including parts replacement, as necessary to restore equipment that is in an inoperable or degraded condition to normal operating effectiveness.

2. Acceptable Quality Level (AQL):

This is 100% due to the critical support provided by switch operations.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.233-1	Disputes	JUL 2002
252.204-7004	Required Central Contractor Registration	NOV 2001
252.239-7002	Access	DEC 1991
252.239-7003	Facilities And Services To Be Furnished--Common Carriers	DEC 1991
252.239-7004	Orders For Facilities And Services--Common Carriers	DEC 1991
252.239-7005	Rates, Charges, And Services--Common Carriers	DEC 1991
252.239-7006	Tariff Information	JUL 1997
252.239-7007	Cancellation Or Termination Of Orders--Common Carriers	JAN 1997
252.239-7008	Reuse Arrangements	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.

___(ii) Alternate I of 52.219-23.

___(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

X (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

___(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___(ii) Alternate I of 52.225-3.

___(iii) Alternate II of 52.225-3.

___(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

X (23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

X (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

____(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

 X (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

 X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 X (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of expiration of the current year of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of expiration of the current year; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed a base year and four option years with extension of a maximum of 6 months if needed..

(End of clause)

252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)

(a) Definitions. As used in this clause--

(1) "Securing" means the application of Government-approved telecommunications security equipment, devices, techniques, or services to contractor telecommunications systems.

(2) "Sensitive information" means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) "Telecommunications systems" means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, contractors, and subcontractors to transmit--

(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: Nashville District Corps of Engineers, Estes Kefauver Building, Nashville, Tennessee

(c) To provide the security, the Contractor shall use Government- approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from the COTR should it become necessary. Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with the existing system..

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

(End of clause)

WAGE DETERMINATION

WAGE DETERMINATION NO: 94-2497 REV (20) AREA: TN,NASHVILLE

WAGE DETERMINATION NO: 94-2497 REV (20) AREA: TN,NASHVILLE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

| WASHINGTON D.C. 20210

| Wage Determination No.: 1994-2497

William W.Gross | Division of | Revision No.: 20

Director | Wage Determinations| Date Of Last Revision: 07/26/2002

States: Kentucky,

Area: Kentucky Counties of Adair, Allen, Barren, Clinton, Cumberland, Metcalfe, Monroe, Russell, Simpson

Tennessee Counties of Bedford, Cannon, Cheatham, Clay, **Davidson**, De Kalb, Dickson, Hickman, Houston, Humphreys, Jackson, Lewis, Macon, Marshall, Maury, Perry, Putnam, Robertson, Rutherford, Smith, Sumner, Trousdale, Warren, White, Williamson, Wilson

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE	MINIMUM WAGE RATE
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****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE	MINIMUM WAGE RATE
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Administrative Support and Clerical Occupations

Accounting Clerk I	8.94
Accounting Clerk II	11.23
Accounting Clerk III	13.24
Accounting Clerk IV	15.70
Court Reporter	11.84
Dispatcher, Motor Vehicle	14.23
Document Preparation Clerk	9.69
Duplicating Machine Operator	9.69
Film/Tape Librarian	9.50
General Clerk I	7.31
General Clerk II	8.34
General Clerk III	9.39
General Clerk IV	10.56
Housing Referral Assistant	15.39
Key Entry Operator I	8.39
Key Entry Operator II	10.78
Messenger (Courier)	8.73
Order Clerk I	9.35
Order Clerk II	11.70
Personnel Assistant (Employment) I	9.98
Personnel Assistant (Employment) II	11.01
Personnel Assistant (Employment) III	14.67
Personnel Assistant (Employment) IV	13.94
Production Control Clerk	15.12
Rental Clerk	9.58
Scheduler, Maintenance	11.77
Secretary I	11.77
Secretary II	14.42
Secretary III	15.39
Secretary IV	18.01
Secretary V	19.90
Service Order Dispatcher	11.71
Stenographer I	8.61
Stenographer II	9.66
Supply Technician	18.01
Survey Worker (Interviewer)	11.64
Switchboard Operator-Receptionist	10.29
Test Examiner	14.42
Test Proctor	14.42

Travel Clerk I	9.55
Travel Clerk II	10.12
Travel Clerk III	10.79
Word Processor I	10.74
Word Processor II	15.95
Word Processor III	16.29
Automatic Data Processing Occupations	
Computer Data Librarian	10.23
Computer Operator I	11.21
Computer Operator II	12.56
Computer Operator III	13.72
Computer Operator IV	15.31
Computer Operator V	16.97
Computer Programmer I (1)	13.79
Computer Programmer II (1)	17.07
Computer Programmer III (1)	21.81
Computer Programmer IV (1)	26.39
Computer Systems Analyst I (1)	22.40
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	30.38
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	11.86
Automotive Glass Installer	17.27
Automotive Worker	15.67
Electrician, Automotive	15.89
Mobile Equipment Servicer	16.77
Motor Equipment Metal Mechanic	13.55
Motor Equipment Metal Worker	17.47
Motor Vehicle Mechanic	15.89
Motor Vehicle Mechanic Helper	15.97
Motor Vehicle Upholstery Worker	12.88
Motor Vehicle Wrecker	15.03
Painter, Automotive	15.89
Radiator Repair Specialist	16.67
Tire Repairer	15.89
Transmission Repair Specialist	11.75
Food Preparation and Service Occupations	
Baker	11.27
Cook I	8.32
Cook II	9.31
Dishwasher	7.49
Food Service Worker	7.85
Meat Cutter	10.64
Waiter/Waitress	6.89
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	14.42
Furniture Handler	11.07
Furniture Refinisher	15.92
Furniture Refinisher Helper	12.72
Furniture Repairer, Minor	14.21
Upholsterer	14.42
General Services and Support Occupations	
Cleaner, Vehicles	7.85

Elevator Operator	7.77
Gardener	10.43
House Keeping Aid I	7.07
House Keeping Aid II	7.85
Janitor	7.77
Laborer, Grounds Maintenance	8.63
Maid or Houseman	7.07
Pest Controller	11.15
Refuse Collector	7.85
Tractor Operator	9.80
Window Cleaner	8.62
Health Occupations	
Dental Assistant	11.20
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.27
Licensed Practical Nurse I	11.02
Licensed Practical Nurse II	12.36
Licensed Practical Nurse III	13.83
Medical Assistant	11.62
Medical Laboratory Technician	12.18
Medical Record Clerk	11.88
Medical Record Technician	14.89
Nursing Assistant I	8.69
Nursing Assistant II	9.76
Nursing Assistant III	10.66
Nursing Assistant IV	11.95
Pharmacy Technician	12.19
Phlebotomist	12.18
Registered Nurse I	16.77
Registered Nurse II	20.52
Registered Nurse II, Specialist	20.52
Registered Nurse III	24.83
Registered Nurse III, Anesthetist	24.83
Registered Nurse IV	29.74
Information and Arts Occupations	
Audiovisual Librarian	15.99
Exhibits Specialist I	15.80
Exhibits Specialist II	19.57
Exhibits Specialist III	23.87
Illustrator I	17.70
Illustrator II	21.93
Illustrator III	26.76
Librarian	19.09
Library Technician	11.64
Photographer I	14.03
Photographer II	16.42
Photographer III	20.34
Photographer IV	24.82
Photographer V	30.11
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.90
Counter Attendant	6.90
Dry Cleaner	7.72
Finisher, Flatwork, Machine	6.90
Presser, Hand	6.90

Presser, Machine, Drycleaning	7.59
Presser, Machine, Shirts	6.90
Presser, Machine, Wearing Apparel, Laundry	6.90
Sewing Machine Operator	9.06
Tailor	9.93
Washer, Machine	7.42
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	15.80
Tool and Die Maker	16.72
Material Handling and Packing Occupations	
Forklift Operator	12.45
Fuel Distribution System Operator	13.38
Material Coordinator	13.40
Material Expediter	13.40
Material Handling Laborer	12.25
Order Filler	10.65
Production Line Worker (Food Processing)	12.47
Shipping Packer	11.50
Shipping/Receiving Clerk	11.50
Stock Clerk (Shelf Stocker; Store Worker II)	12.12
Store Worker I	8.85
Tools and Parts Attendant	12.47
Warehouse Specialist	12.47
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	15.02
Aircraft Mechanic Helper	12.47
Aircraft Quality Control Inspector	17.05
Aircraft Servicer	14.04
Aircraft Worker	14.81
Appliance Mechanic	16.58
Bicycle Repairer	11.75
Cable Splicer	17.99
Carpenter, Maintenance	14.42
Carpet Layer	14.81
Electrician, Maintenance	16.56
Electronics Technician, Maintenance I	15.26
Electronics Technician, Maintenance II	16.00
Electronics Technician, Maintenance III	16.68
Fabric Worker	13.97
Fire Alarm System Mechanic	16.30
Fire Extinguisher Repairer	13.26
Fuel Distribution System Mechanic	16.52
General Maintenance Worker	15.03
Heating, Refrigeration and Air Conditioning Mechanic	15.72
Heavy Equipment Mechanic	15.02
Heavy Equipment Operator	15.02
Instrument Mechanic	16.30
Laborer	7.85
Locksmith	15.57
Machinery Maintenance Mechanic	15.51
Machinist, Maintenance	16.78
Maintenance Trades Helper	11.56
Millwright	19.00
Office Appliance Repairer	15.57

Painter, Aircraft	16.67
Painter, Maintenance	14.42
Pipefitter, Maintenance	17.05
Plumber, Maintenance	16.65
Pneudraulic Systems Mechanic	16.30
Rigger	16.30
Scale Mechanic	14.81
Sheet-Metal Worker, Maintenance	15.37
Small Engine Mechanic	13.66
Telecommunication Mechanic I	16.67
Telecommunication Mechanic II	17.50
Telephone Lineman	16.67
Welder, Combination, Maintenance	15.02
Well Driller	15.24
Woodcraft Worker	16.52
Woodworker	12.16
Miscellaneous Occupations	
Animal Caretaker	8.52
Carnival Equipment Operator	9.84
Carnival Equipment Repairer	10.41
Carnival Worker	7.77
Cashier	7.15
Desk Clerk	8.10
Embalmer	16.57
Lifeguard	7.56
Mortician	17.88
Park Attendant (Aide)	9.50
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.56
Recreation Specialist	9.29
Recycling Worker	9.89
Sales Clerk	7.56
School Crossing Guard (Crosswalk Attendant)	7.85
Sport Official	6.57
Survey Party Chief (Chief of Party)	10.59
Surveying Aide	7.15
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	9.50
Swimming Pool Operator	11.79
Vending Machine Attendant	9.89
Vending Machine Repairer	11.79
Vending Machine Repairer Helper	9.89
Personal Needs Occupations	
Child Care Attendant	6.92
Child Care Center Clerk	9.93
Chore Aid	7.06
Homemaker	11.03
Plant and System Operation Occupations	
Boiler Tender	16.52
Sewage Plant Operator	15.86
Stationary Engineer	16.52
Ventilation Equipment Tender	12.47
Water Treatment Plant Operator	14.62
Protective Service Occupations	
Alarm Monitor	8.82
Corrections Officer	15.34

Court Security Officer	15.34
Detention Officer	15.34
Firefighter	15.42
Guard I	7.85
Guard II	8.82
Police Officer	15.26
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.01
Hatch Tender	14.01
Line Handler	14.01
Stevedore I	12.08
Stevedore II	14.73
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	13.75
Archeological Technician II	15.39
Archeological Technician III	19.05
Cartographic Technician	19.39
Civil Engineering Technician	17.69
Computer Based Training (CBT) Specialist/ Instructor	21.15
Drafter I	9.57
Drafter II	13.14
Drafter III	16.78
Drafter IV	19.05
Engineering Technician I	14.91
Engineering Technician II	16.63
Engineering Technician III	21.00
Engineering Technician IV	24.64
Engineering Technician V	30.21
Engineering Technician VI	36.54
Environmental Technician	16.07
Flight Simulator/Instructor (Pilot)	25.27
Graphic Artist	17.70
Instructor	18.07
Laboratory Technician	13.77
Mathematical Technician	20.98
Paralegal/Legal Assistant I	13.55
Paralegal/Legal Assistant II	16.92
Paralegal/Legal Assistant III	20.64
Paralegal/Legal Assistant IV	24.75
Photooptics Technician	22.40
Technical Writer	21.37
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	13.77
Weather Observer, Senior (3)	15.37
Weather Observer, Upper Air (3)	13.77
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	12.87

Parking and Lot Attendant	16.13
Shuttle Bus Driver	9.11
Taxi Driver	8.11
Truckdriver, Heavy Truck	17.08
Truckdriver, Light Truck	9.11
Truckdriver, Medium Truck	14.81
Truckdriver, Tractor-Trailer	17.45

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry- house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage

determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

____ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state

antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

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52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

Section M - Evaluation Factors for Award

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52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

EVALUATION CRITERIA

Proposals submitted in response to this solicitation and which meet the solicitation requirements shall be evaluated in accordance with the following factors. Vendors are requested to provide information in the RFQ which support these evaluation factors.

A. Accomplishments

1. Experience: Number of years in maintenance and repair of Axxess Telephone Switches; number of years in maintenance and repair; number of years maintaining the specific make and model of equipment listed
2. Ability of the firm to meet the contract response time as specified in requirements as established in C.3. The ability of the primary and backup service representative(s) to be contacted and respond as required. Provisions for allocation of backup staff and material resources.
3. Capability of offeror to support its service personnel:
 - a. Ability to furnish replacement parts for the equipment, to meet contract time and quality requirements as demonstrated by the offeror's statements, backup documents regarding sources, availability, and accessibility. The method to obtain parts in a timely manner, locations of depots, average time estimate for parts delivery.
 - b. Ability of the firm to respond to an emergent situation. What is the firm's plan for allocation of materials and resources should a down time situation become excessive.

B. Quality Assurance Systems - Offeror must indicate control systems are adequate to ensure satisfactory service performance under the contract.

C. Past Performance - Supply three references with a contact name and a telephone number which may be contacted upon determination of being the apparent awardee.

Technical and past performance, when combined, are approximately equal to price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)